

Kansas Department of Transportation



Infant at Work Program

I. POLICY GUIDELINES

A. Eligibility

1. Parents – KDOT full-time regular employees who are new mothers or fathers are eligible to participate in the Program.
2. Infants -- Infants of KDOT full-time regular employees up to their first 150 days after birth or adoption.

B. Location in the Workplace

1. Work Station -- Each parent shall make his or her workstation suitable for the new infant. The new infant shall be located primarily at the parent's workstation during the workday.
2. Sitting Room -- In the event an infant becomes fussy, the parent shall take the infant to a designated sitting room until the infant becomes quieter.
3. Home - In the event an infant becomes sick, or is fussy for a prolonged period of time, causing a distraction in the workplace or preventing the parent from accomplishing work, the parent shall take the infant home. A parent taking a sick infant home shall first use available paid leave, before being placed in a leave without pay status. Compensatory hours may be used at the employee's discretion.
4. A sick infant shall not be brought to work. The Center for Disease Control ("CDC") *"Recommendations for Inclusion or Exclusion"* of children from out-of-home child care settings are attached hereto as *Attachment "A"*, and are hereby adopted by the Department as a means for determining whether an infant is sick.

C. Care Providers

1. Each parent shall designate two alternate care providers in the workplace. The care providers shall be KDOT employees who voluntarily agree to care for the infant in the event the parent is unavailable due to attendance at a meeting, participation in a telephone conference, etc.
2. Each care provider shall complete and sign a *"Care Provider Agreement"* setting forth the care provider's duties and responsibilities. A sample Care Provider Agreement is attached hereto as *Attachment "B"*.
3. If a parent is going to be unavailable, the parent shall notify a care provider and place the infant in the provider's care.
4. If the parent is going to be unavailable for a period exceeding one and a half hours within a four hour period, the parent shall make arrangements for the infant's care

outside KDOT. A care provider in the workplace shall not be required to care for an infant for a period exceeding one and a half hours within a four hour period.

D. Individualized Plan

1. Each participating parent shall complete and sign an *"Individual Plan"*, setting forth an individualized care plan for the infant, which shall be submitted to the parent's division supervisor for review and approval. The Individual Plan shall set forth general information regarding the infant's care, including the days and times the infant will be present in the workplace, the names and schedules of the alternate care providers, and the dates the parent will begin and end the Program. A sample Individual Plan is attached hereto as *Attachment "C"*.
2. The Individual Plan must first be approved by the parent's section supervisor. It must then be approved by the Bureau Chief/District Engineer, and their respective Executive Manager. The Individual Plan shall be submitted to the Bureau of Personnel Services for final approval. Upon final approval, the parent may bring the infant to the workplace.
3. The parent and his or her section supervisor shall meet from time to time to discuss and resolve complaints, if any, made against the infant in the workplace.

E. Complaints

1. Any complaints made about the infant in the workplace shall be made in writing, signed by the person(s) making the complaint, and submitted to the parent's section supervisor.
2. Any properly submitted complaint shall be reviewed and discussed by the section supervisor and the complaining person(s). The section supervisor shall provide a copy of the complaint to the parent and discuss it with the parent, determining how to resolve the complaint.
3. If the parent is required to take some type of affirmative action to resolve the complaint, the parent shall modify his or her Individual Plan to include the steps to be taken to resolve the complaint. The modified Individual Plan shall be resubmitted for approval.

F. Grievance Procedure

1. A complaint concerning a baby in the workplace that cannot be resolved between the parent and the section supervisor shall be referred to the Senior Manager. (In cases in which the Senior Manager is the immediate supervisor, the complaint shall be referred to the Executive Manager. If the Executive Manager is the immediate supervisor the complaint shall be referred to the Assistant Secretary/State Transportation Engineer.)

2. The Senior Manager (or designee) shall review the complaint and interview the parent, complainant, and section supervisor. The Senior Manager, after conferring with the Chief of the Bureau of Personnel Services, shall take any additional steps deemed necessary to complete the investigation into the complaint.
3. After completing the investigation the Senior Manager shall make a formal written recommendation to the Bureau of Personnel Services. The recommendation options shall be
 - to terminate the parent's Program eligibility, thus requiring the parent to remove the infant from the workplace.
 - to modify the parent's Individual Plan to resolve the complaint.
 - to find no basis for the complaint.
2. The Chief of the Bureau of Personnel Services shall review the recommendation and, along with the Executive Manager, shall make a final determination. If the final ruling differs from the Senior Manager's formal written recommendation, it shall be made in writing.

G. Termination of Eligibility

1. A parent's eligibility to participate in the Program shall be terminated when:
 - a. The new infant becomes 150 days old;
 - b. The parent is no longer a Department full-time regular employee; or
 - c. A final ruling is made pursuant to the Grievance Procedure set forth in *Section "F"* above, terminating the eligibility of a parent.
2. If a parent's eligibility is terminated pursuant to *Section "G", "I. c."* above, the parent shall be notified in writing of the final ruling by the Bureau of Personnel Services, and the parent shall remove the baby from the workplace within one week from receiving such notice.

II. AGREEMENT

By signing this *Agreement* hereunder, I hereby certify that I have read the Policy Guidelines. I understand and agree to comply with the terms and conditions set forth in the Policy Guidelines. I further understand and agree that, in the event I fail to comply with such terms and conditions, or otherwise fail to meet any program criteria, whether or not such criteria are set forth herein these Guidelines, my program eligibility may be terminated, requiring me to remove my baby from the workplace.

I acknowledge the Kansas Department of Transportation is offering participation in the "Infant at Work" Program as a courtesy to KDOT full-time regular employees who are new mothers and fathers, and not as an employee benefit. Accordingly, I further acknowledge KDOT reserves the right to terminate a participant's eligibility, with or without cause, or to cancel or retire the program in part or in its entirety, with or without cause, requiring me to remove my baby from the workplace.

Signature of Parent

Date

III. CONSENT AND WAIVER

By signing this *Consent and Waiver* hereunder, I hereby consent to the release of KDOT, and any employees and agents thereof, from any and all liability arising from any harm or injury that occurs to my baby in the workplace, as a result of my participating in the "Infant at Work" Program", and hereby waive any rights I accrue as a result thereof.

Signature of Parent

Date

ATTACHMENT "B"

CARE PROVIDER AGREEMENT

"Infant at Work" Program

As a care provider, I understand and agree to the following:

1. When necessary, I will provide care for _____
(infant) when _____ (parent) is unavailable. (Provider care not
to exceed one and a half hours in a four hour period.)
2. I will move to _____ 's (parent's) workstation, or the
infant will be brought to my workstation, whichever is most convenient.
3. If the infant becomes "fussy" under my care, I will take the infant to a designated
sitting room.
4. I understand my provider care does not relieve me of my responsibilities as an
employee of KDOT.
5. I understand there is another designated care provider with these same duties who I
may contact if I require assistance.
6. I will be notified by _____ (parent) if there is any
change in care providers under this Agreement.
7. No persons will be responsible for the infant except for
_____ (parent), _____ (alternative
care provider), and the undersigned.
8. I will not release the infant under my care to any individual other than
_____ (parent) or _____
(care provider).
9. If at any time I no longer agree to act as a care provider for
_____ (infant), I shall give two weeks notice to
_____ (parent).

**The undersigned hereby agrees to act as a care provider as described above. I
acknowledge that I have read and understand the terms of this care provider
agreement as set forth above.**

Signature of Care Provider

Date

Signature of Supervisor

Date

ATTACHMENT "C"

_____ New Plan _____ Revised Plan

INDIVIDUAL PLAN "Infant at Work" Program

I. GENERAL INFORMATION

Name of Parent/Employee: _____ Home phone: ____ - ____ - ____

Name of Infant: _____ Infant's Date of Birth: ____/____/____

Infant Begins Program: ____/____/____ Infant Ends Program: ____/____/____

Indicate Days and Times Infant Will be Present in the Workplace:

Mon. _____ Tue. _____ Wed. _____ Thur. _____ Fri. _____

II. CARE PROVIDERS

The following persons have agreed to be Care Providers, responsible for providing care for my infant in the workplace, when I become temporarily unavailable to provide care. (Provider care is not to exceed one and a half hours in a four hour period.)

1. Care Provider Name: _____
Bureau/Section: _____
Work phone (ext.): ____ - ____ - ____ Home phone: ____ - ____ - ____
2. Care Provider Name: _____
Bureau/Section: _____
Work phone (ext.): ____ - ____ - ____ Home phone: ____ - ____ - ____

Note: If you are on Flex Time, your Care Providers should be available to accommodate your schedule.

III. SPECIFIC INFORMATION

1. The location of the designated sitting room is:

2. Specific additions to plan information or requirements:

IV. IN CASE OF EMERGENCY PLEASE CONTACT:

1. Name of Person to Contact in an Emergency: _____

Relationship: _____

Address: _____

Work phone: ____ - ____ - ____ (ext.) _____

Home phone: ____ - ____ - ____

2. Name of Person to Contact in an Emergency: _____

Relationship: _____

Address: _____

Work phone: ____ - ____ - ____ (ext.) _____

Home phone: ____ - ____ - ____

I have discussed this plan with my section supervisor. I understand that I can bring my infant to the workplace upon final approval of this plan by the Bureau of Personnel Services. If my plan changes, I agree to complete a new plan for discussion and approval.

Submitted by:

Signature of Parent/Employee

Date

Approved by:

Section Supervisor

Date

KDOT Senior Manager

Date

Executive Manager

Date

Bureau of Personnel Services

Date

Please attach your completed care provider agreements to this individual plan.

CDC Guidelines ATTACHMENT “A”

Children in Day Care should have plans for responding to reportable and nonreportable communicable diseases in child care programs, and they should provide training, written information, and technical consultation to child care programs. Each day, upon entry of the child at the site, and during continual observation of the child at play, a health screening of each child should be performed by a qualified staff member. Parents should be encouraged to share information about their child’s health with child care staff.

Recommendation for Inclusion or Exclusion

Mild illness is very common among children, and most common children should not be excluded from their usual source of care for common respiratory and gastrointestinal illnesses of mild severity. Infectious disease prevention and control strategies are often influenced by the fact that asymptotically infected persons can transmit certain infectious microorganisms to others. Parents of children in child care and adult child caregivers should be educated as to the infectious disease risks of child care. Much illness risk can be reduced by following common-sense hygienic practices.

Exclusion of children from out-of-home child care setting has been recommended for illnesses known to be transmitted among, by, and to children when exclusion of the child or adult has a potential for reducing the likelihood of secondary cases. Exclusion has also been recommended in cases of serious illness for which a hypothetical risk of transmission exists but for which data at present are insufficient to quantitate the risk. In many situations, the expertise of the program’s medical consultant and the responsible local and state public health authorities are helpful in determining the benefits and risks of excluding children from their usual care program.

Child-and caregiver-specific exclusion policies reflect the present state of knowledge. Children need not be excluded for a minor illness **unless** any of the following exists:

- The illness prevents the child from participating comfortably in the program activities.
- The illness results in a greater care need than the child care staff can provide without compromising the health and safety of the other children.
- The child has any of the following conditions: fever, unusual lethargy, irritability, persistent crying, difficult breathing, or other signs of possible severe illness.
- Diarrhea (defined as an increased number of stools compared with the child’s normal pattern, with increased stool water and/or decreased form) that is not contained by diapers or toilet use.
- Vomiting two or more times in the previous 24 hours unless the vomiting is determined to be due to a noncommunicable condition and the child is not in danger of dehydration.

- Mouth sores associated with an inability of the child to control his/her saliva, unless the child’s physician or local health department authority states that the child is noninfectious.
- Rash with fever or behavior change until a physician has determined the illness not to be a communicable disease.
- Purulent conjunctivitis (defined as pink or red conjunctiva with white or yellow eye discharge, often with matted eyelids after sleep and eye pain or redness of the eyelids or skin surrounding the eye), until examined by a physician and approved for readmission, with or without treatment.
- Tuberculosis, until the child’s physician or local health department authority states that the child is noninfectious.
- Impetigo, until 24 hours after treatment has been initiated.
- Streptococcal pharyngitis, until 24 hours after treatment has been initiated, and until the child has been afebrile for 24 hours.
- Head Lice (pediculosis), until the morning after the first treatment.
- Scabies, until after treatment has been completed.
- Varicella, until the sixth day after onset of rash or sooner if all lesions have dried and crusted (see Varicella-Zoster Infections, page 520).
- Pertussis (which is confirmed by laboratory or suspected based on symptoms of the illness or because of cough onset within 14 days of having face-to-face contact with a person in a household or classroom who has a laboratory-confirmed case of pertussis) until 5 days of appropriate antibiotic therapy (currently, erythromycin) has been completed (total course of treatment is 14 days).
- Mumps, until 9 days after onset of parotid gland swelling
- Hepatitis A virus infection until one week after onset of illness and jaundice, if present, has disappeared or until passive immunoprophylaxis (immune serum globulin) has been administered to appropriate children and staff in the program, as directed by the responsible health department.

Certain conditions do not constitute an a priori reason for excluding a child from child care unless the child would be excluded by the above criteria or the disease is determined by a health authority to contribute to transmission of the illness at the program. These conditions include the following: asymptomatic excretion of an enteropathogen; nonpurulent conjunctivitis (defined as pink conjunctiva with a clear, watery eye discharge and without fever, eye pain, or eyelid redness); rash without fever and without behavior change; cytomegalovirus infection; hepatitis B virus carrier state; and HIV infection.